charitable one, and as such was not liable for the negligent acts of its officers or employees, but that these, proceeded against in their individual capacity, might be held. *Hill* v. *President and Trustees of Tualatin Academy and Pacific University, et al.* (Ore. 1912) 121 Pac. 901.

The general question of law here involved was discussed in two notes in a prior volume of this Review, 5 MICH. L. REV. 552, 662. From these it appears that a charitable corporation is not liable for the negligence of its servants, if proper care has been used in selecting and retaining them in employ. See *Gitzhoffen* v. *Sisters of Holy Cross Hospital Ass'n,* 32 Utah 46, 88 Pac. 691. Also 1 CLARK & MARSHALL, PRIV. CORP. § 244, I COOK CORP., Ed. 6 § 15 b., 5 THOMP. CORP., Ed. 2, § 5432. For English rule, and *contra* American rule of *Glavin* v. *Rhode Island Hospital,* 12 R. I. 411, 34 Am. Rep. 675, see *Farrigan* v. *Pevear,* 193 Mass. 147, at p. 150, 78 N. E. 855, 7 L. R. A. (N. S.) 481, 118 Am. St. Rep. 484. Three reasons, in the main, are assigned by the courts to support this doctrine: (1). The inviolable character of the trust funds, *Feoffees of Heriot's Hospital* v. *Ross,* 12 C. & F. 507, *Fire Ins. Patrol* v. *Boyd,* 120 Pa. St. 642, 6 Am. St. Rep. 745, 2 WILG CORP. CAS. 1272, *Downes* v. *Harper Hospital,* 101 Mich. 555, 60 N.W. 42, 25 L. R. A. 602, 45 Am. St. Rep. 427 (2.) sound public policy, which will prevent such an extension of the doctrine of *respondeat superior. Hearns* v. *Waterbury Hospital,* 66 Conn. 98, 33 Atl. 595, 31 L.R.A. 224; (3) the existence either of an express agreement, or of an agreement implied from one's acceptance of the benefits of the charity, to hold the corporation harmless for the acts of its servants in administering the same, per LOWELL J. in *Powers* v. *Mass. Homeop. Hospital,* 109 Fed. 294, 47 C. C. A. 122, 65 L. R. A. 372. This latter reason rests upon an analogy to the assumption of risk doctrine of master and servant law and is limited in its application to cases of torts to beneficiaries of the charity, and cannot extend to those wherein the injured is an employee of defendant institution's contractor. *Bruce* v. *Central Methodist etc. Church,* 147 Mich. 230, 110 N. W. 951. It could obviously not apply to the principal case, and the court in fact relies upon the trust fund theory.

CORPORATIONS — FRAUDULENT ORGANIZATION — CORPORATION A NULLITY. — Plaintiff, defendant and another, seeking to evade certain statutory provisions as to the incorporation and conduct of co-operative companies, obtained a charter to do a general land and realty business, and proceeded thereunder to prosecute a co-operative scheme. Upon relation of the supervisor of building and loan associations, the company was enjoined from carrying on its business, but was not actually dissolved. Plaintiff, before the injunction, had sold his stock in the concern to defendant, taking defendant's note in payment. In a suit upon this note after the injunction had been issued, it was *held* that there had never been legal incorporation and that the stock issued by the pretended corporation was a nullity and did not constitute any consideration for the note. *Todd* v. *Ferguson* (Mo. App. 1912) 144 S. W. 158.

The decision is striking in its terms, and these must, of course, be controlled by the facts of the case. The ordinary question of defective or incomplete organization is not presented, nor is the formal dissolution or

non-dissolution of the corporation involved. The case is to be included within that large class wherein courts have declared that formal regularity of corporate organization and conduct will not be allowed to aid parties in the furtherance of their fraudulent designs. Such cases are discussed in a prior issue of this Review. 10 MICH. L. REV. 310 et seq. at pp. 311-313. And the presentation by JOHNSON, J. of the basic principles upon which he relies recalls the vigorous and sweeping terms of such decisions as *Metcalf* v. *Arnold,* 110 Ala. 180, 55 Am. St. Rep. 24, 1 WILG., CORP. CAS., 97, *In re Rieger,* 157 Fed. 609, and *Brundred* v. *Rice,* 49 Ohio St. 640, 32 N. E. 169, 34 Am. St. Rep. 589. "There is no hole too deep or tortuous for the law to explore in hunting fraud to its last refuge. One of the fatal errors fraud-feasors invariably make is in acting on the assumption that, if they can hide their scheme behind a deed, a written contract, a charter of incorporation, or something else as sacred and formidable, they thereby safely entrench themselves where hostile justice cannot reach them. * * * We reiterate what has been said so often, that fraud has no sanctuary and the courts will pierce its disguises whatever they may be and expose it in all its nakedness."

CRIMINAL LAW—WIFE ABANDONMENT—PROPER VENUE—Defendant was found guilty of abandoning his wife at the city and county of Saginaw. He petitioned for habeas corpus claiming the circuit court of Saginaw County was without jurisdiction, because the marriage took place in Kent County, when defendant was a resident of Marquette County, and he never was a resident of Saginaw County and had never lived with complaining witness in Saginaw County, and was, when arrested, a resident of Wayne County. *Held,* that as the wife was a legal resident of the county of venue, the court of that county had jurisdiction, and petitioner was not entitled to discharge from custody. *Ex Parte Price* (Mich. 1912) 134 N. W. 721.

In *Johnson* v. *People,* 66 Ill App. 103, 107, the court said: "If the defendant can not be indicted and tried in Peoria County, (the wife having gone to that county and the husband not being a resident thereof) he cannot be punished anywhere. It may be conceded that * * * a defendant can only be tried in the county where the offense is committed. * * * But the personal presence of the offender is not always an indispensable element in fixing jurisdiction. * * * A crime is committed where the doer's act takes effect," 12 CYC. 237. That the physical presence of accused is unnecessary, see *State* v. *Sanner,* 81 Oh. St. 393, 26 L. R. A. (N. S.) 1093. For an extended note to the same effect, see 33 L. R. A. (N. S.) 331. Abandonment of a child takes place in the county where it becomes dependent and destitute. *Bennefield* v. *State,* 80 Ga. 107; *State* v. *Peabody,* 25 R. I. 544. In accord with the principal case, *State* v. *Dvoracek,* 140 Iowa 266.

DAMAGES—BREACH OF CONTRACT—VALUE OF UNMATURED CROPS.—Defendant sold plaintiff seed represented to be "pure Bermuda onion seed of the very best quality and grade." The seeds proved to be of an inferior quality, and produced a poor crop. Plaintiff sued for breach of contract, and offered proof of the condition of his land, the favorable season for onion growing, the value of good Bermuda onion crops in the immediate vicinity, all of